FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In Re: AUTOMOTIVE PARTS ANTITRUST LITIGATION

12-md-02311
Honorable Marianne O. Battani

THIS RELATES TO:
State Attorneys General

Case No. 2:13-cv-00105-MOB-MKM

STATE OF CALIFORNIA,
ex rel. Kamala D. Harris,
Attorney General of the State of California

Plaintiffs,

v.

Fujikura, Ltd. and
Fujikura Automotive America LLC

Defendants.

Notice of Voluntary Dismissal

Under Federal Rule of Civil Procedure 41(a), the State of California and its state agencies dismiss Fujikura, Ltd. and Fujikura Automotive America LLC from this action.

Defendants have not filed an answer or motion for summary judgment with respect to the State of California's Complaint. The action has settled against Defendants under the terms of the attached settlement agreement. Dismissal of this action against Defendants is with prejudice and the parties shall bear their own attorneys' fees and costs.

Dated: July 14, 2016

KAMALA D. HARRIS
Attorney General of California

/s/ Michael Jorgenson
KATHLEEN E. FOOTE
Senior Assistant Attorney General
MICHAEL JORGENSON
Deputy Attorney General
Attorneys for Plaintiffs

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into on this 11th day of September (the "Effective Date") by and among Fujikura, Ltd. and Fujikura Automotive America LLC (including their current and former predecessors; successors; affiliates in which Fujikura, Ltd. or Fujikura Automotive America LLC have or had a direct or indirect ownership interest; subsidiaries; employees; officers; and directors, which collectively are referred to herein as "Fujikura") and the Attorney General of the State of California ("California AG"), on behalf of the State of California, including its state agencies ("California"), and the Attorney General of the State of Florida ("Florida AG"), on behalf of the State of Florida, including its state agencies, counties, municipalities, and any other entity that is an arm of the State of Florida ("Florida"). The California AG and the Florida AG are hereafter referred to as the "State AGs" and California and Florida are hereinafter referred to as the "Settling States."

WHEREAS, the State AGs are investigating possible violations of the federal antitrust laws, including Section 1 of the Sherman Act, as well as violations of their respective state antitrust and unfair competition laws, including California Business and Professions Code Sections 16720 *et seq.*, California Business and Professions Code Sections 17200 *et seq.*, the Florida Antitrust Act, and the Florida Deceptive and Unfair Trade Practices Act, related to the possible suppression and elimination of competition by the fixing of prices for wire harnesses ("Released Parts" as defined further below);

WHEREAS, the State AGs believe that Fujikura and its predecessors sold or manufactured the Released Parts that were installed in automobiles purchased by the Settling States;

WHEREAS, the State AGs believe they have valid claims for damages, penalties, and attorneys' fees against Fujikura and litigation is warranted, but nevertheless believe that resolving their claims against Fujikura according to the terms of this Agreement is in the best interest of the Settling States in advancing their investigation;

WHEREAS, Fujikura has entered into separate class action settlement agreements ("Class Action Settlement Agreements") with the following groups (1) plaintiffs purporting to represent a class whose members include automobile dealership purchasers of the Released Parts ("Automobile Dealership Plaintiffs") from Fujikura in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Number: 2:12-cv-00102 (the "Automobile Dealership Action"); and (2) plaintiffs purporting to represent a class whose members include end-user purchasers of the Released Parts ("End-Payor Plaintiffs") from Fujikura in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Number: 2:12-cv-00103 (the "End-Payor Action").

WHEREAS, the Class Action Settlement Agreements will result in the dismissal and release of claims by the Automobile Dealership Plaintiffs and End-Payor Plaintiffs against Fujikura;

WHEREAS, Fujikura is or has been a defendant in separate actions brought by other plaintiffs coordinated with *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the "MDL Litigation"), including but not limited to actions brought by (1) plaintiffs purporting to represent classes whose members include direct purchasers of Released Parts and indirect purchasers of Released Parts for trucks and equipment, (2) individual plaintiffs such as Ford Motor Company, (3) certain public entities, and (4) the State of Indiana (with the Automobile Dealership Plaintiffs and End-Payor Plaintiffs, collectively referred to herein as the "Actions");

WHEREAS, for purposes of this Agreement, the term "Released Parts" shall include "Automotive Wire Harness Systems" and "Vehicle Wire Harness Systems" as those terms are defined in the operative complaints in the Actions at the time this Agreement is executed;

WHEREAS, Fujikura, without any concession or admission of wrongdoing and despite its belief that it is not liable for the claims that have been or could be asserted, and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and potential future litigation, and to obtain the dismissal and releases contemplated by this Agreement, and to put to rest with finality all claims that could have been asserted against Fujikura by the Settling States;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the California AG, on behalf of California, the Florida AG, on behalf of Florida, and Fujikura, that all Released Claims (as defined below) shall be finally, fully, and forever settled, compromised and released, with prejudice, and except as provided herein, without additional attorneys' fees or costs, on the following terms and conditions:

1. Fujikura shall make a payment to the California AG in the amount of $156,666.67 ("California Settlement Amount"). The California Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by California of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The California AG shall provide Fujikura with written payment processing instructions for payment by electronic transfer. Fujikura shall pay the California AG within the later of (1) thirty (30) business days after the Effective Date, or (2) thirty (30) business days of receiving written payment processing instructions from the California AG. No part of the California Settlement

Amount paid by Fujikura shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

2. Fujikura shall make a payment to the Florida AG in the amount of $78,333.33 ("Florida Settlement Amount"). The Florida Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by Florida of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The Florida AG shall provide Fujikura with written payment processing instructions for payment by electronic transfer. Fujikura shall pay the Florida AG within the later of (1) thirty (30) business days after the Effective Date, or (2) thirty (30) business days of receiving written payment processing instructions from the Florida AG. No part of the Florida Settlement Amount paid by Fujikura shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

3. The Settling States agree that, other than the settlement amounts, as listed herein, they shall have no other recovery of costs, fees, attorneys' fees, damages, penalties, or injunctive or other relief against Fujikura.

4. In consideration of the payment of the settlement amounts, Fujikura shall be completely released, acquitted, and forever discharged from any and all claims, demands, judgments, actions, suits or causes of action, that are or could be asserted, whether known or unknown in any actions by or on behalf of the Settling States, or by or on behalf of any of the entities included with the foregoing definitions of California and Florida, arising out of or relating to any act or omission of Fujikura or of persons or entities alleged to be co-conspirators of Fujikura concerning price-fixing, market allocation, bid-rigging, or any unfair or deceptive

anti-competitive conduct in the manufacture, sale, or distribution of the Released Parts at any time prior to and through the Effective Date (the "Released Claims").

5. With respect to the Released Claims, the State of California expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

6. The California AG and Fujikura shall use their best efforts to effectuate this Agreement and its purpose, including filing a settlement complaint for the Released Parts and an immediate, complete, and final dismissal with prejudice of such complaint as to Fujikura, but not as to any defendant other than Fujikura. Should the court require a delay between the filing of the complaint and the dismissal, all other proceedings in the litigation shall, by virtue of this Agreement, be stayed as to Fujikura. The California AG and Fujikura agree to take whatever further steps, if any, as may be necessary in this regard and agree to seek immediate dismissal of the settlement complaint. Fujikura agrees to waive service of process of the complaint filed by the California AG. The California AG and Fujikura agree that any such filing shall occur in the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Superior Court of the State of California, County of San Francisco for claims asserted by the California AG. The Florida AG shall not file any such complaint against Fujikura.

7. The State AGs may hereafter discover facts other than or different from those which they know or believe to be true with respect to the Released Claims, but hereby, on behalf of the Settling States, expressly waive and fully, finally, and forever settle and release, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that Fujikura and the State AGs have agreed to release, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Released Claims do not include any claims arising out of product liability, failure to disclose, misrepresentation, breach of warranty, or breach of contract claims in the ordinary course of business or unfair or deceptive conduct not based on allegations of competitor communications, price-fixing, market allocation, bid-rigging or anti-competitive conduct.

8. The release provided herein shall not have an effect on any claims, under federal, California, or Florida laws, brought by litigants other than the Settling States against Fujikura, including, but not limited to, any claims or potential claims asserted in the Actions on behalf of plaintiffs or putative class members who do not fall within the foregoing definitions of California and Florida.

9. For the purposes of this Agreement, "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a), including without limitation, electronically stored information. A draft or a non-identical copy of a document is a separate document within the meaning of this term. The term "English Translations" means English translations of documents that were originally written in a language other than English that Fujikura has provided to Government Entities (defined below) relating to their investigations into alleged competition violations with respect to Released Parts.

10. In return for the release and settlement amounts as provided herein, Fujikura agrees to provide Cooperation to the Settling States, as set forth specifically below. All Cooperation may be coordinated so as to avoid all unnecessary duplication and expense whenever possible. Fujikura agrees to the sharing, disclosure, or discussion of information or Documents produced, or provided pursuant to this Agreement and Class Action Settlement Agreements among and between the State AGs, End-Payor Plaintiffs, and the Automobile Dealership Plaintiffs, unless the Class Action Settlement Agreements fail to receive final approval.

11. In return for the Release and Discharge provided herein, Fujikura also agrees to use its best efforts to provide satisfactory and timely Cooperation, as set forth below, cooperation will take place consistent with the timing set forth in this Agreement, and in a manner that is in compliance with Fujikura's obligations to the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, and/or the European Commission (collectively referred to herein as "Government Entities"). All Cooperation shall be coordinated so as to avoid all unnecessary duplication and expense, shall otherwise be reasonable, and shall not impose undue burden and expense on Fujikura.

12. Within thirty (30) business days after the Effective Date, to the extent not already provided, counsel for Fujikura shall provide the State AGs with the identity of all current and former employees, directors, and officers of Fujikura who: (1) were interviewed and/or prosecuted by any of the Government Entities in connection with alleged price-fixing, bid rigging, market allocation, and/or other unlawful anticompetitive activity concerning the sale of Automotive Wire Harness Systems to the extent such interviews or prosecutions related in any way, directly or indirectly, to automobiles manufactured and sold in the United States; (2)

appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Automotive Wire Harness Systems; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ Information against, and Plea Agreement with, Fujikura Ltd. with respect to Automotive Wire Harness Systems. Neither Fujikura nor Counsel for Fujikura shall be required to disclose to the State AGs the specific Government Entities to which each such current or former employee, director, or officer of Fujikura was identified or before which he or she appeared.

13. Except as set forth therein and to the extent not already produced, Fujikura will use its best efforts, to the extent it is reasonable, to substantially complete the production of the following Documents in Fujikura's possession, custody, or control no later than one hundred eighty (180) calendar days after the Effective Date:

(a) U.S.-automobile-related transactional data that are kept in electronic databases and concern Fujikura's wire harness business units' bids for and sales of Automotive Wire Harness Systems to Original Equipment Manufacturers ("OEMs") or other purchasers of Automotive Wire Harness Systems ("Transactional Data") from January 1, 1997 to two years from the August 24, 2015, including the following information: (1) the date for each bid, price submission, or sale; (2) the price submitted in each bid or price submission; (3) bids and price submissions formulated but not submitted due to agreements or understandings with co-conspirators; (4) the final price of each sale; (5) the purchaser to whom each bid or price submission was submitted and each sale was made; (6) the model, model year(s) and brand of car for which each bid or price submission was submitted and each sale was made, as well as the country of sale of said cars; (7) the total amount of Automotive Wire Harness Systems sold in each sale; (8) the location where each bid or price submission was submitted and each sale was made; (9) the Fujikura entity which submitted each bid or price submission and made each sale; (10) the sale agreements and contracts for each sale; (11) value engineering and/or other price adjustment made to the Automotive Wire Harness Systems sold in each sale; (12) any ancillary costs associated with each sale such as tooling costs; (13) the identity of any other bids submitted by competitors, including each winning bid; (14) the specifications for each bid or price submission; (15) adjustments made to each bid as it was being formulated; (16) Fujikura's profits, losses, and margins on the products comprising Automotive Wire Harness Systems and other reasonably available financial information, *e.g.*, balance sheets and ledger data; (17) data showing Fujikura's costs to produce the products comprising Automotive Wire Harness Systems; (18) product description and identification information (including codes, identifiers, and/or part numbers); and (19) any other Transactional Data reasonably agreed to in writing between Fujikura's counsel and the State AGs. It is understood that certain categories of the aforementioned information are not maintained by Fujikura in the form of Transactional Data. This request does not require Fujikura to compile any data from any less centralized or comprehensive source including without limitation individual invoices, purchase orders, personal computers, hard copy files, servers, or manufacturing facilities. However, to the extent gaps in data exist, the State AGs and Fujikura shall use their best efforts to reach a reasonable, narrowly-tailored agreement concerning the production of alternative sources of information in Fujikura's control, but it is understood by the parties that such agreement shall not require Fujikura to undertake a search broader than was/is required in the Actions.

(b) Documents relevant to the claims alleged in the complaint to be filed by the California AG described in paragraph 6 or the claims alleged in the Actions or that relate to or concern an actual or potential communication, meeting, or agreement between Fujikura and one or more of its competitors, regarding Automotive Wire Harness Systems.

(c) Documents concerning Fujikura's determinations of its prices for Automotive Wire Harness Systems that it sells, including pricing policies, formulas, and guidelines, including Documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different models.

(d) Non-privileged Documents, if any, concerning Automotive Wire Harness Systems that were collected and reviewed in connection with Fujikura's internal investigation but were not provided to or seized by Government Entities and that are relevant to the claims and allegations in the Complaint described in Paragraph 6.

(e) Documents, if any, showing how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for products comprising Automotive Wire Harness Systems, in RFQs, or any other procurement process, including Documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price.

(f) With respect to Documents to be produced pursuant to this agreement, the parties acknowledge that responsive Documents may not exist, and that Fujikura will conduct a reasonable search for and produce responsive non-privileged Documents to the extent they exist and are found in the files that Fujikura will otherwise review as part of the MDL Litigation, which includes Documents produced pursuant to cooperation provisions (if any) with plaintiffs in the MDL Litigation. Fujikura does not agree to undertake further searches for responsive Documents, but will consider in good faith reasonable requests by the State AGs for narrow, targeted follow-up.

(g) To the extent not already produced, pre-existing business Documents, if any, produced to Government Entities in response to a formal request ("Produced") as of the Effective Date relevant in any way, directly or indirectly, to the claims alleged in the complaint to be filed by the California AG described in paragraph 6 or the claims alleged in the Actions and relating to their investigation into alleged competition violations with respect to Automotive Wire Harness Systems installed in vehicles manufactured in the United States. Fujikura shall not be required to disclose to the State AGs the specific Government Entities to which Documents were provided or to which Documents were Produced. No Document shall be withheld under a claim of privilege if Produced to any Government Entity, unless clawed back from that Government Entity pursuant to Rule 502 or otherwise.

14. In the event that Fujikura produces Documents or provides declarations or written responses to discovery to any opposing party in the Actions (a "Relevant Production"), Fujikura shall produce all such Documents, declarations, or written discovery responses to the State AGs contemporaneously with making the Relevant Production to the extent such Documents, declarations, or written discovery responses have not previously been produced by Fujikura to the State AGs. This Agreement does not restrict the State AGs from attending and/or participating in any depositions in the Actions. Fujikura will not object to the State AGs attending and/or participating in depositions of Fujikura witnesses in addition to the depositions set forth herein, to the extent the State AGs' participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation.

15. In addition, Fujikura shall use its best efforts to cooperate with the State AGs as set forth herein. Any attorney proffers, witness interviews, or depositions provided pursuant to the below obligations shall be coordinated with, and occur at the same time as, the attorney

proffers, witness interviews, and depositions to be provided in contemporaneous settlements of indirect purchaser claims entered into by Fujikura in the MDL Litigation and any related obligations that may arise from any other settlement.

(a) Fujikura's counsel will make themselves available in the United States for up to two (2) meetings of one (1) business day each to provide an attorney's proffer jointly to the State AGs of facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information and any other relevant topics not covered by privilege or other protections available under any applicable statute or United States law. These meetings shall be scheduled to take into account similar cooperation requirements under any other settlement agreement executed in the MDL Litigation. Thereafter, Fujikura's counsel will make themselves available for reasonable follow-up conversations. It is understood that Fujikura has no obligation to seek new or additional information or Documents from any of its employees, officers, or directors in connection with any of these follow-up conversations or otherwise; however, Fujikura will in good faith consider requests for new or additional information or Documents, and will produce such information or Documents, if appropriate, in its discretion. The State AGs agree that all proffers made by Fujikura's counsel shall be treated in accordance with Paragraphs 16-18 below. The parties and their counsel further agree that any statements made by Fujikura's counsel in connection with and/or as part of this settlement, including the attorney's proffer(s), shall not be disclosed to any other party and shall be governed by Federal Rule of Evidence 408 (and any equivalents under California and Florida law) and, otherwise, shall not be deemed admissible into evidence or to be subject to further discovery. Notwithstanding anything herein, the State AGs may use information contained in such statements in the prosecution of the Automotive Wire Harness Systems claims in the MDL

Litigation, and rely on such information to certify that, to the best of the State AGs' knowledge, information, and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Upon reasonable notice after the Effective Date, Fujikura shall make its best efforts (not to include actual or threatened employee disciplinary action) to make available for interviews, depositions, and testimony at hearings or trial, via videoconference or at a mutually agreed-upon location or locations (except for testimony at hearings or trial), up to two (2) persons for interviews and depositions, and a reasonable number of persons for trial who the State AGs, Automobile Dealership Plaintiffs, and/or End Payor Plaintiffs select, and which may consist of current directors, officers, and/or employees of Fujikura whom the State AGs reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the State AGs in their investigation or the prosecution of claims in the MDL Litigation. The total number of persons for interviews and depositions selected collectively by the State AGs, Automobile Dealership, and/or End Payor Plaintiffs shall not exceed two (2). In the event the Automobile Dealership and End Payor Plaintiffs do not select two (2) persons for interviews and depositions, the State AGs may independently select persons for interviews and depositions such that the total number is two (2). Interviews shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day, unless otherwise agreed. Upon reasonable notice by the State AGs, Fujikura shall use its best efforts to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow-up questions for a period not to exceed two (2) hours. Unless otherwise agreed, the interview will take place in the country of the witness's residence at a mutually agreeable location. Fujikura will in good faith consider requests for additional persons for interviews and depositions, and will produce such persons, if appropriate, in its discretion. For the purposes of interviews, depositions, and testimony at hearings or trial provided pursuant to these Cooperation requirements, the phrase "current directors, officers, and/or employees of Fujikura" shall be interpreted to include (but not be limited to) the individuals identified in Fujikura's Response to Direct Purchaser Plaintiffs' Interrogatory No. 7 to the extent those individuals are employed at the time of the interview, deposition, or trial or hearing at Fujikura or a subsidiary or affiliate of Fujikura.

(c) Upon reasonable notice, Fujikura shall, at the State AGs' request, make its best efforts to make available to appear for deposition (i) up to two (2) persons who the State AGs, Automobile Dealership Plaintiffs, and/or End Payor Plaintiffs select from among the persons who have been chosen for interviews, and to provide (ii) up to three (3) declarations/affidavits from among the same persons who have been chosen for interviews and depositions. Each deposition shall be conducted at a mutually agreed-upon location, and shall each be limited to a total of seven (7) hours over one day, unless otherwise agreed. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day. Written notice by the State AGs to Fujikura's counsel shall constitute sufficient service of notice for such depositions. If the State AGs request declarations/affidavits, such affidavits and declarations will be provided in English.

(d) Upon reasonable notice, Fujikura shall make its best efforts to provide, for trial testimony, if necessary, a reasonable number of Fujikura persons from among the persons who have been interviewed or deposed pursuant to this Agreement or otherwise deposed in the MDL Litigation, which may consist of current directors, officers, and/or employees of Fujikura whom the State AGs, in consultation with counsel for Fujikura, reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the State AGs as a trial witness. Nothing in this provision shall prevent Fujikura from objecting to the reasonableness of the number or identity of persons selected by the State AGs. The State AGs shall reimburse Fujikura, to the extent not otherwise reimbursed by other parties in the MDL Litigation, for reasonable travel expenses incurred by any such person in connection with their trial testimony, but in no event shall the State AGs be responsible for reimbursing such persons for time or services rendered. To the extent a person selected by the State AGs cannot travel to provide trial testimony, Fujikura shall use its best efforts to provide for *de bene esse* trial deposition testimony.

(e) In addition to its Cooperation obligations set forth herein, Fujikura agrees to produce through affidavit(s) or declaration(s) and/or at trial, in the State AGs' discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of Fujikura's Documents and Transactional Data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in this Action. The State AGs agree to use their best efforts to obtain stipulations that would avoid the need to call Fujikura witnesses at trial for the purpose of obtaining such evidentiary foundations.

(f) The State AGs agree they will not use the information provided by Fujikura or the other Releasees or their representatives under this Agreement for any purpose other than in their investigation or the prosecution of claims in the MDL Litigation and will not use it beyond what is reasonably necessary as part of their investigation or for the prosecution of claims in the MDL Litigation or as otherwise required by law.

16. The California AG agrees that the use of any information or Documents provided pursuant to this Agreement shall be subject to the terms of the Protective Order in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.)(Dkt. No. 200) ("the Protective Order"), to which the California AG agrees to be bound. All Documents and other information provided pursuant to this Agreement will be deemed at least "Highly Confidential," as said designation is described in the Protective Order, and subject to the Protective Order as if they had been produced in response to discovery requests and so designated. The parties and their counsel further agree that any statements made by Fujikura's counsel in connection with and/or as part of this settlement, including the attorney proffer(s) referred to above, shall be governed by Federal Rule of Evidence 408 and any equivalents under California and Florida law.

17. The California AG agrees that the Documents and information provided by Fujikura pursuant to this Agreement shall be records of investigations conducted by the office of the Attorney General as that term is used in the California Public Records Act (Cal. Gov't Code §6254(f)), and they shall not disclose the information in response to a request for inspection or copying under the California Public Records Act (Cal. Gov't Code § 6250 *et seq.*) or other statutory or regulatory provisions akin to the federal Freedom of Information Act, except to the extent required by law. To the extent the California AG receives requests that it believes may require the provision of any such information, the California AG shall first advise Fujikura and afford it an opportunity to take action to maintain the confidentiality of information it has

provided to the extent Fujikura deems necessary and appropriate and at Fujikura's expense; the California AG shall not take action adverse to Fujikura in connection with any such proceeding.

18. The Florida AG shall serve, and Fujikura agrees to accept service of process of, Civil Investigative Demands requesting Documents, witness interviews, and testimony to be provided by Fujikura pursuant to this Agreement. The Florida AG shall keep any information or Documents produced pursuant to the Civil Investigative Demands confidential and such use shall be restricted to only those uses as authorized by §542.28 Florida Statutes.

19. The release set forth in this Agreement shall not release Fujikura's obligations to provide cooperation pursuant to this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Fujikura's respective obligations to provide cooperation under this Agreement shall cease whenever ordered by a court or on the date that final judgment has been entered in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), for any claims asserted against the parties named as defendants for price-fixing, allocating markets, bid-rigging, or any other forms of anti-competitive conduct in the manufacture, sale, or distribution of the Released Parts.

20. This Agreement shall not be deemed or construed to be an admission of liability or of any violation of any statute or law or of any wrongdoing by Fujikura. Nor shall this Agreement be deemed as an admission by Fujikura of any of the allegations or claims by the Settling States. This Agreement may not be used by the Settling States or anyone else in any pending or future civil, criminal, or administrative action or proceeding against Fujikura, except in a proceeding or action to enforce this Agreement.

21. This Agreement does not settle or compromise any claim by the Settling States against any defendant or alleged co-conspirator other than Fujikura. All rights against such other

defendant or alleged co-conspirator are specifically reserved by the Settling States. Nothing in this Agreement shall affect the right of the Settling State to claim that joint and several liability of defendants other than Fujikura includes the volume of sales made by Fujikura.

22. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument, and a facsimile signature or PDF signature shall be deemed an original signature for purposes of executing this Agreement.

23. This Agreement contains the entire Agreement between the parties, and no other understandings or agreements, verbal or otherwise, exist between the parties, except as set forth herein.

24. This Agreement may not be modified, changed, cancelled, rescinded, amended, or varied, nor may any or all of its terms be waived, except by a writing signed by all of the parties.

25. Neither the Settling States nor Fujikura shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

26. Where this Agreement requires either party to provide notice or any other communication or Document to the other, such notice shall be in writing, and such notice, communication, or Document shall be provided by electronic mail or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

27. The California AG and Fujikura agree that with respect to the settlement with California, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California and the parties agree that venue for any and all matters or disputes

arising out of this Agreement and asserted by or against the California AG shall lie solely in the U.S. District Court for the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Superior Court of the State of California, County of San Francisco.

28. The Florida AG and Fujikura agree that with respect to the settlement with Florida, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida and the parties agree that venue for any and all matters or disputes arising out of this Agreement and asserted by or against the Florida AG shall lie solely in the U.S. District Court for the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Second Circuit Court of the State of Florida.

29. Each party affirms that this Agreement has been executed by its authorized representative, who is acting within his or her capacity and authority and that by his or her signature this representative is binding the party on behalf of whom the Agreement is executed to the terms and conditions of this Agreement.

Dated: Sept. 11, 2015

Kamala D. Harris
Attorney General
State of California

By: [signature]
Kathleen E. Foote
Senior Assistant Attorney General
Michael Jorgenson
Deputy Attorney General
455 Golden Gate Avenue, Ste. 11000
San Francisco, CA 94102

Counsel for the State of California

Dated: 9/11/15

Pamela Jo Bondi
Attorney General
State of Florida

By: [signature]
Patricia A. Conners
Deputy Attorney General
Timothy M. Fraser
Assistant Attorney General
Antitrust Division
PL-01, The Capitol
Tallahassee, FL 32399

Counsel for the State of Florida

Dated: 9/14/15

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